



Purchasing Office
 201 Sunrise Highway
 Patchogue, New York 11772
 Phone: (631) 687-3160
 Fax: (631) 289-2327
 E-mail: Iconley@esboces.org

To: Bidders

From: Laurie Conley, CPPB - Purchasing Administrator *LC*

Re: Bid Package for **BOCES Bid #16-37-0204: Welding Machine Inspection, Maintenance & Repair**

We would be pleased to receive your proposal in accordance with the instructions set forth. In order to receive consideration, proposals must be submitted to the Purchasing Office at the above address no later than 11:00 A.M. on February 4, 2016. Specifications and bid forms may be downloaded at: www.empirestatebidsystem.com.

Attachments

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Important Notice – Bid Distribution:

Eastern Suffolk BOCES officially distributes bidding documents from the Purchasing Office or through the Bid Notification System. Copies of bidding documents obtained from any other source are not considered official copies. Only those vendors who obtain bidding documents from either the BOCES Purchasing Office or the Empire State Bid Notification System are guaranteed to receive addendum information, if such information is issued.

If you have obtained this document from a source other than the Eastern Suffolk BOCES Purchasing Office or the Empire State Bid Notification System, BOCES will not guarantee the integrity of the document. It is recommended that you obtain an official copy from the BOCES Purchasing Office or through the above referenced Bid Notification System.

Note: The proposal of each bidder shall contain the certification to non-collusive bidding as set forth in section 103-d of the General Municipal Law included in the specifications. The vendor must be in strict compliance with this requirement. Filing of Affidavit of Disclosure is mandatory when submitting your bid for this project. The BOCES reserves the right to reject any and all proposals and to accept any proposal or proposals as submitted, or as modified, which in the opinion of the undersigned will be in the best interests of the Eastern Suffolk BOCES.

The following Notice to Bidders was / will be published in the official newspapers of BOCES on January 22, 2016.

Notice to Bidders

The Board of Cooperative Educational Services, First Supervisory District of Suffolk County (in accordance with Section 103 of Article 5A of the General Municipal Law) hereby invites the submission of sealed bids for the following:

Bid #16-37-0204: Welding Machine Inspection, Maintenance & Repair

Bids will be received until 11:00 A.M., February 4, 2016, at the Office of the Board of Cooperative Educational Services, First Supervisory District of Suffolk County, 201 Sunrise Highway, Patchogue, New York 11772, at which time and place all timely bids will be publicly opened. Bid packages may be obtained at the same office daily from 9:00 A.M. to 3:00 P.M., except Saturdays, Sundays, and Holidays or at www.empirestatebidsystem.com

The Board of Cooperative Educational Services, First Supervisory District of Suffolk County, reserves the right to reject any or all bids, or to accept part of any bid.

By: Fred Langstaff, Clerk

General Terms and Conditions

Invitations to bid issued by Eastern Suffolk BOCES will bind all Successful Vendors to the terms and conditions set forth in these General Terms and Conditions, Specifications and Bid Forms and such terms and conditions shall be an integral part of each Bid awarded (“Contract”).

(I) DEFINITIONS

“**BOCES**” or “**Eastern Suffolk BOCES**” - Board of Cooperative Educational Services, First Supervisory District of Suffolk County

“**Bid**”- an offer to furnish services, and related supplies, and equipment in accordance with the Bid Documents

“**Bidder**” or “**Vendor**” - any entity (e.g., individual, partnership, organization, institution, agency, municipality, government, company, or corporation) submitting a bid

“**Bid Documents**”- Bid Memorandum, Notice to Bidders, General Terms and Conditions, Specifications and Bid Forms

“**Bid Forms**” - forms which Vendor completes and includes in a Bid as part of the Bid Documents

“**Contract**” – an awarded Bid comprised of all the Bid Documents

“**Notice to Bidders**” - a formal statement that, when issued, constitutes an invitation to bid on the services, materials, supplies, and equipment described in the Specifications

“**Successful Vendor**” - a Vendor or Bidder to whom an award is made by BOCES

“**Specification**” - description of services, materials, supplies, and equipment, and the conditions for their provision

“**Services**” – Labor and related supplies and equipment to be provided by Successful Vendor in accordance with the Specifications of this Bid.

(II) INSTRUCTIONS TO BIDDERS

1. Sealed Bid Documents pertaining to the services and related supplies and equipment required by BOCES, and as set forth in the Bid Documents must be received no later than 11:00 a.m., Thursday February 4, 2016 ("Bid Opening") at the **BOCES Purchasing Office, 201 Sunrise Highway, Patchogue, NY 11772**. In the event that BOCES Purchasing Office is closed the day of the Bid Opening, the bid(s) will be opened the next day that the BOCES Purchasing Office is open.
2. All Bids must be submitted on and in accordance with the Bid Documents and provided by Bidder, in a sealed envelope addressed to BOCES Purchasing Department, at 201 Sunrise Highway, Patchogue, NY 11772 on or before the hour and day stated above, and the envelope shall be endorsed on its face with (i) the name of person, firm, or corporation submitting a bid, (ii) the Bid number and name, and (iii) the date of Bid Opening.
3. Each Bid must be submitted under separate cover and will be considered on its own merits. Each Bid must be separate and apply only to this designated Bid package. Any Bid offered in combination with another designated Bid package will not be accepted. Vendors wishing to submit an alternate Bid must do so as a separate Bid package to be considered for award.
4. Facsimile, telephone, or verbal bids or any modifications of Bid Documents will not be accepted or considered.
5. Bids received after the time stated in the Notice to Bidders will not be considered and will be returned to the Bidder unopened. The Bidder assumes the risk of any delay in the mail or in the handling of the mail by BOCES employees. The Bidder assumes all responsibility for having the Bid deposited on time at the place specified.
6. Each Bidder is requested to carefully read the Bid Documents as each Bidder will be held to strict compliance with such documents. Failure to fulfill any requirements of the Bid Documents may result in being considered non-responsive.
7. No modifications or additions are to be made to the printed Bid Documents. In the event the Bidder deems that modifications are necessary, such modifications must be set forth in writing to BOCES in a separate document and submitted with the Bid Documents to be considered. However, any modifications or additions submitted may result in the Bid being considered non-responsive.
8. All information required in the Bid Documents must be provided by the Bidder to constitute an acceptable Bid.
9. BOCES will interpret the submission of a Bid to mean that the Bidder is fully informed as to the extent and character of the Services, and related supplies and equipment required and that the Bidder can furnish same in complete compliance with the Bid Documents.
10.
 - A. Sales to political subdivisions are not affected by fair trade agreements. (General Business Law, Ch. 39, Sec. 369-a, Sub. 3, L. 1941)
 - B. No charge will be allowed for federal, state, or municipal sales and excise taxes, from the political subdivisions are exempt, or for any portion of a gross receipts tax, MTA surcharge or other tax or surcharge which was imposed upon the Vendor. All Bid prices

- shall be net and shall not include the amount of any such tax. Exemption documents, if required, will be furnished on forms provided by the Successful Vendor
11. A. If Bidder is not charging for related supplies and/or piece of equipment, the Bidder must indicate “no charge”
 - B. **All prices must be on the Cost Proposal Form provided**
 12. All regularly manufactured stock electrical materials, supplies and/or equipment provided must bear the label of the Underwriter's Laboratories, Inc.
 13. Prices, and all required information, except signature of Bidder, should be typewritten for legibility. Illegible or vague Bids may be rejected. All signatures must be written. Facsimile, printed, or typewritten signatures are not acceptable.
 14. The non-collusive bidding certification must be filled out in its entirety and included with each Bid as required by General Municipal Law, Section 103-d. Under penalty of perjury, the Bidder certifies that:
 - A. The prices in the Bid have been arrived at by the Bidder independently and have been submitted without collusion with any other vendor of services, materials, supplies, or equipment of the type described in the invitation for bids
 - B. The contents of the Bid have not been communicated by the Bidder, or, to the Bidder's best knowledge and belief, by any of its employees, or agents, to any person not an employee or agent of the Bidder or its surety on any bond furnished herewith prior to the official opening of the Bid
 15. A. The forms listed below must be completed and included with each Bid and all Bidders must sign this General Terms and Conditions portion of the Bid Documents under the section entitled Section (VII) “Entire Agreement”.
 1. Vendor Information and Acknowledgement Form – Exhibit A
 2. Vendor Reference Form – Exhibit B
 3. Non-Collusive Bidding Certification – Exhibit C
 4. Insurance Documents as Required – Attachment A
 5. Disclosure Form – Exhibit D
 6. Affidavit of Compliance Form – Exhibit E
 7. Iran Divestment Act Compliance Rider Form – Exhibit F
 8. Statement of “No Bid” Form – Exhibit G
 9. Any Addendums – Attachment C
 10. Cost Proposal Form – Attachment B

Additional forms may be required for this Bid. It is the responsibility of the Bidder to return all required pages of this Contract.

B. Additionally, please indicate below if any of these areas are applicable:

- _____ Minority Owned Business
 _____ Woman Owned Business
 _____ Dual Owned Business
 _____ Company is currently registered with NYS as an MWBE–Certification #
 _____ Company is willing to register with NYS as a MWBE (to obtain this information please go to www.nylovesmwbe.ny.gov)

The information obtained in 14B above will be provided to our Department of Planning and Program Improvement. It has no influence on the award of this Bid.

16. The failure to submit a Bid on the forms provided by BOCES may be grounds for Bid rejection.
17. No interpretation of the meaning of the Bid Documents will be made to any Vendor orally. Every request for such interpretation should be in writing, addressed to BOCES. Any interpretations issued will be in the form of addenda to the Bid Documents. All addenda so issued shall become a part of the Bid Documents.
18. The Vendor Bid Documents should include the Cost Proposal Form in two formats as follows: one (1) paper printout and one (1) CD or flash drive.
19.
 - A. If the Specifications so state, Bidders may be required to furnish Bid surety in the amount stated
 - B. If the Specifications so state, the Successful Vendor may be required to furnish a performance surety equal to the full amount of the Bid and/or in accordance with Bid Specifications to guarantee the faithful performance of the Bid. Such performance surety shall be maintained in full force and effect until the Bid has been fully performed. The surety company furnishing such performance bond shall be authorized to do business in the State of New York and must be satisfactory to BOCES. The Successful Vendor shall submit the performance bond within two weeks of the award notification. All costs incurred are the responsibility of the Successful Vendor
20. The failure to submit a Bid on the forms provided by BOCES may be grounds for Bid rejection.
21. No "conditional" freight charges will be accepted. All freight charges must be included within Bid submission. Fuel charges or surcharges under any name will not be assessed.
22. BOCES may make any investigation they deem necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the BOCES Board all such information and data for this purpose as the Board may request.

(III) AWARD AND RESERVATION OF RIGHTS

23. The Contract will be awarded to the lowest responsive and responsible Vendor who (i) meets the terms and conditions stated in the Bid Documents for the Services, (ii) completes all the required forms including the attached W9 and (iii) offers the lowest price or highest discount by services category as indicated in the Cost Proposal Form.
 - 23.A. BOCES reserves the right to award by individual services, services category or services classification in total and/or by utilizing estimated usage, whichever is in the best interest of BOCES. BOCES reserves the right to reject any bid if the Vendor fails to satisfy BOCES that they are properly qualified to carry out the obligations of the Contract. BOCES reserves the right to reject a bid that is considered unbalanced by BOCES.
24. If not awarded, the Bid will be rejected within ninety (90) days of the date of the opening of Bids, subject, however, to the discretionary right reserved by BOCES to waive any informalities in, or to reject any or all Bids and to advertise for new Bids, if in its opinion, the best interest of BOCES will thereby be promoted.
25. BOCES reserves the right to reject all Bids. Also reserved is the right to reject, for cause, any Bid in whole or in part; and to waive non-material defects, qualifications, irregularities,

and omissions, if, in its judgment, the best interests of BOCES will be served.

26. Intentionally Left Blank.
27. The Contract will be utilized at the discretion of BOCES. Consequently, there is no guarantee that the specified minimum amount of Services will be authorized.
28. BOCES reserves the right to inspect the Bidder's physical facilities prior to award.
29. If two or more Bidders submit identical Bids as to price, the decision of BOCES to grant an award to one of such identical Bidders shall be final.
30. BOCES reserves the right to purchase Services and materials on State, County or other Governmental Agency contracts if such Services and materials can be obtained on the same terms, conditions, Specifications, and at a lower price if applicable.
31. BOCES reserves the right to reject incomplete Bids. BOCES also reserves the right to reject any or all responses to this Bid, request additional data at any time, or to cancel this Bid in whole or in part.
32. BOCES reserves the right to reject Bids that impose conditions that would modify the terms and conditions of the Bid Documents or limit the Vendor's liability to BOCES on the Contract awarded on the basis of such Bid.
33. BOCES reserves the right to reject any Bid where investigation and evaluation of the Vendor's qualifications indicate that the Vendor may not promptly and efficiently complete the Services as per the Bid Documents.
34. Each Bid will be received with the understanding that the acceptance thereof, in writing, by BOCES to furnish any or all of the Services and related supplies and/or equipment described therein shall constitute a contract between the Successful Vendor and BOCES ("Contract"). The Contract shall bind the Successful Vendor to furnish and deliver at the prices and in accordance with the conditions of this Bid. BOCES reserves the right to increase or decrease the Services ordered.
35. All Contracts, including pricing and with consideration to the Escalation Clause (as defined below in the Section of the Specifications entitled "Pricing"), will be held firm for the duration of the Contract including any extensions agreed to by BOCES and the Successful Vendor(s).
36. All estimations of Services, when listed are approximations. BOCES' actual Services utilized may exceed the estimated quantities of required Services indicated in the Bid. In the event that approximations of Services required differ from that stated on the Bid, prices must be honored by the Successful Vendor for the life the Contract.
37. The placing in the mail of a notice of award to a Successful Vendor, to the address given in the Bid, will be considered sufficient notice of award of Contract. Failure of the Successful Vendor to contact BOCES to object to the award or prices therein, within seven (7) days of mailing of notice of award, will be considered an acceptance of the Contract by the Successful Vendor.
38. Any addenda sent to the Bidders shall be binding and take precedence over the section of

the original Bid Document which it replaces.

39. If the Successful Vendor fails to deliver or provide the Services within the time specified, or within reasonable time as interpreted by BOCES, or fails to correct Services provided or replace rejected related supplies and/or equipment when so requested immediately or as directed by BOCES, BOCES may purchase Services from other sources to take the place of the Services or related supplies or equipment rejected, not delivered or not provided in accordance with the Bid Specifications. BOCES reserves the right to authorize immediate purchase of the Services from other sources on any Contract when necessary. On all such purchases, the Successful Vendor agrees to reimburse BOCES promptly for excess costs occasioned by such purchases. Should the cost be less, the Successful Vendor shall have no claim to the difference.
40. At the sole discretion of BOCES a Bid may be rejected, or Contract not awarded, to any Vendor whose performance on any previous contract with BOCES has been determined to be unsatisfactory.
41. BOCES reserves the right to use outside vendors on an "as needed" basis, as determined by BOCES.
42. Non- Assignment
 - A. The Successful Vendor will give its personal attention to the faithful performance of this Contract. It will not assign, transfer, convey, sublet, use brokers or otherwise dispose of this Contract, or its right, title or interest in or to the same or any part hereof, and it will not assign by power of attorney or otherwise any of the monies to become due and payable under this Contract, unless by and with the previous written consent of BOCES endorsed upon or attached to the assignment filed in said offices
 - B. The Successful Vendor may not engage subcontractors, hire others to perform all or part of this Contract, nor otherwise delegate his obligations to perform under this Contract without the prior written approval of BOCES
 - C. In accordance with New York State General Municipal Law 109, at no time during the duration of any Contract resulting from this Bid, shall the Successful Vendor be allowed to assign any portion of this Contract to a third party without prior written approval by BOCES
43. Cancellation of Award/Termination of Contract
 - A. BOCES reserves the right to terminate the Contract, for any reason, in whole or in part upon 15 days written notice to the awarded Vendor. If the Contract is so terminated, BOCES shall be liable only for payment in accordance with the payment provisions of the Contract for materials, supplies, equipment or Services (if applicable) purchased or rendered prior to the effective date of cancellation. No early cancellation or other penalties may be charged to BOCES because of its decision to exercise this right
 - B. In the event the Successful Vendor fails to deliver as ordered, or within the time specified, or fails to abide by any of the provisions of this Contract, such failure shall constitute a breach of Contract and may result in cancellation of the Contract by BOCES
 - C. In the event of breach, BOCES shall provide written notice to the Successful Vendor of such breach. If the Successful Vendor does not cure such breach within the ten

(10) days after the date of such notice, BOCES reserves the right to cancel said Contract immediately. In the event of such cancellation, (i) the required materials, supplies, equipment and Services (if applicable) may be procured from the apparent responsible second low Bidder or other sources so that the continuity of the operations may be protected, (ii) the terminated Successful Vendor agrees to reimburse BOCES promptly for any excess costs occasioned by such procurement and (iii) the terminated Successful Vendor agrees to reimburse BOCES promptly for any additional monetary expenditures occasioned by such procurement

However, should the Successful Vendor cure such breach and perform its obligations during such ten (10) day notice period, the Contract shall continue in full force and effect with regard to such breach.

- D. In the event BOCES agrees, upon Successful Vendor's request, to rescind a line Item(s) or a particular Service(s) under the Contract, due to Successful Vendor's inability to provide such Item(s)/Service(s), (i) the required materials, supplies, equipment and Services (if applicable) may be procured from the apparent responsible second low Bidder or other sources so that the continuity of the operations may be protected, (ii) the Successful Vendor agrees to reimburse BOCES promptly for excess costs occasioned by such procurement, (iii) the Successful Vendor agrees to reimburse BOCES promptly for any additional monetary expenditures occasioned by such procurement and (iv) Successful Vendor must continue to fulfill all purchase orders in accordance with the Bid Documents for those Items/Services not terminated

44. Saving Clause

The Successful Vendor shall not be held responsible for any losses resulting if the fulfillment of the terms of the Contract shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, act of God or any other acts not within the control of the Successful Vendor, and which, by the exercise of reasonable diligence, the Successful Vendor is unable to prevent.

45. Severability

Should any provision of this Contract, for any reason, be judicially declared invalid and/or unenforceable, such declaration shall not affect the validity of the remaining provisions, which shall remain in full force and effect as if the Contract had been executed with the invalid provision(s) eliminated.

46. Failure to Enforce

BOCES' failure to enforce at any time, or for any period of time, the provisions of this Contract shall not be construed to be a waiver of such provisions or of the right to enforce each and every provision.

47. Indemnification and Hold Harmless

The Successful Vendor agrees to defend, indemnify and hold harmless BOCES, its officers, directors, agents, or employees against all claims, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, error or negligence of the Vendor, its officers, directors, agents or employees in relation to the

performance of the Contract.

48. Venue

The Bid/Contract shall be interpreted in accordance with the substantive laws of the State of New York. Any suits concerning the Bid/Contract will be brought and adjudicated in Supreme Court, Suffolk County.

(IV) GUARANTEES BY THE SUCCESSFUL VENDOR

49. The Successful Vendor guarantees:

- A. Materials, supplies and equipment against defective material or workmanship and to repair or replace any damages or marring occasioned in transit
- B. To furnish liability insurance in accordance with the Bid Documents for protection in the event of damage(s) of any kind for which Successful Vendor or Successful Vendor's organization is responsible
- C. To carry insurance in accordance with the Bid Documents to protect BOCES from loss in case of accident, fire, theft, etc.
- D. Materials, supplies, equipment and Services provided pursuant to the Bid against defective workmanship for a period of one (1) year and for a period of two (2) years against defective material or in accordance with manufacturer warranty, if longer than two (2) years. The aforementioned periods begin upon delivery or commencement of work
- E. All deliveries will be equal to the accepted Bid sample if applicable
- F. All Materials, supplies and equipment(s) are standard, new, latest model of regular stock product or as required by the Bid Proposal Documents with parts regularly used for the type of materials, supplies and equipment offered, and no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice. Every unit of the materials, supplies and equipment delivered must be guaranteed against faulty material and workmanship for a period of at least one (1) or two (2) years (as specified in section (d) above) from date of delivery and/or installation. If during this period such faults develop, the Successful Vendor agrees to replace the materials, supplies and equipment or the part affected without cost to BOCES. Any materials, supplies and equipment provided under the Contract, which is or becomes defective during the guarantee period shall be replaced by the Successful Vendor free of charge with the specific understanding that all replacements shall carry the same guarantee as the original materials, supplies and equipment one [1] year from the date of delivery and/or installation of the replacement. The Successful Vendor shall make any such replacement immediately upon receiving notice from BOCES

(V) SUCCESSFUL VENDOR INSTRUCTIONS/RESPONSIBILITY

(V) a. Miscellaneous

50. The Successful Vendor must follow the rules and regulations of BOCES where work pursuant to the Bid is being performed. This includes but is not limited to Vendor employees wearing photo identification cards. Refer to the following web link for the BOCES Board policies and regulations: <http://edocsp.esboces.org/>

(V)a. Delivery

51. No Services, supplies and/or equipment are to be shipped or delivered until receipt of an authorized purchase order from BOCES.
52. When supplies and/or equipment are rejected or the delivery is incorrect, such supplies and/or equipment must be removed at the expense of the Successful Vendor from the premises of BOCES within fifteen (15) days of written notification. Rejected Items left longer than fifteen (15) days will be regarded as abandoned, and the BOCES shall have the right to dispose of the rejected Items as its own property.
53. Delivery must be made as ordered and in accordance with the Bid Documents. If delivery instructions do not appear on the purchase order, it will be interpreted to mean immediate delivery. The decision of BOCES as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of order shall rest with the Successful Vendor. Failure to deliver because of delayed payments or for any other reason will be cause for open market purchase at the expense of the Successful Vendor.
54. BOCES will not schedule deliveries for Saturdays, Sundays, or legal holidays, except where the convenience of BOCES shall govern. Deliveries shall be made between the hours of 8:00 a.m. and 3:30 p.m. unless otherwise instructed.
55. Items shall be securely and properly packed for shipment, storage, and stacking in new shipping containers and according to accepted commercial practice, without extra charge for packing cases, baling or sacks.
56. The Successful Vendor shall be responsible for delivery of related supplies and equipment in good condition at point of destination. Vendor shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from Vendor invoices. The BOCES receiving unit will notify the Successful Vendor when packages are not received in good condition. Successful Vendor will replace all such damaged supplies and/or equipment without waiting for claim adjustments from carriers.
57. Unless otherwise stated in the Specifications, any supplies associated with this bid must be delivered into and placed at a point within the building. The Successful Vendor will be required to furnish proof of delivery in every instance.
58. All deliveries shall be accompanied by packing slips and each packing slip must contain the following information for each Item delivered:

Purchase Order Number
 Name of Person to Receive Delivery
 Address of Delivery
 Name of Article
 Quantity
 Name of - Successful Vendor

Failure to comply with this condition can be considered sufficient reason for refusal to accept the Item(s).

59. A. Each carton shall be labeled with the purchase order number, name of person who will receive delivery and general statement of contents. Failure to comply with this condition can be considered sufficient reason for refusal to accept the Items.
- B. Bidders shall take into consideration the following delivery conditions when determining their prices:

1. Each price bid will be based upon multiple deliveries being made to each BOCES
2. No "conditional" freight charges will be accepted. All freight charges must be included in Vendor's Bid Item price

See Specifications for additional Delivery information.

(V)b. Payments

60. Payment shall be made within sixty (60) days following the satisfactory completion of the Services and approval by BOCES.
61. Payment will be made only after a correct, original invoice has been received from Successful Vendor. The invoice must reflect Bid pricing as provided in the Cost Proposal Form. For example, if the Cost Proposal Form notes (i) a per hour fee, the invoice should break fees down to an hourly rate in the same manner as the Cost Proposal Form; or (ii) if the Bid calls for related supplies or equipment to be paid, the original invoice for supplies or equipment purchase must be provided by the Successful Vendor for reimbursement; or (iii) in the event the Successful Vendor cannot provide a purchase invoice for incidental supplies that may be needed during the provision of Services, such incidental supplies may be reimbursed in an amount up to \$50 with prior approval by BOCES. In the event pricing does not match what is provided in the Cost Proposal Form, payment may be held up until such discrepancy is resolved to the satisfaction of BOCES Accounts Payable Department.
62. Payment of any invoice shall not preclude BOCES from making a claim for adjustment on such invoice where the Service and/or supplies and equipment provided were not in accordance with the Bid Documents.
63. No charges will be allowed for cases, boxes, bottles, etc., and no charges will be allowed for freight expenses, expressage or cartage for related supplies and/or equipment. Related supplies and/or equipment will be removed by the Successful Vendor at no expense to BOCES.

(V)c. Toxic Substance

64. The Successful Vendor must supply information on any Items which contain any substance that is listed in the latest printed edition of the National Institute for Occupational Safety and Health Registry of Toxic Effects of Chemical Substance or which has yielded positive evidence of acute or chronic health hazards in human, animal, or other biological testing. Such information shall be sent to BOCES and shall be in conformance with New York State Law. Such information shall include:
 - A. The name or names of the toxic substance including the generic or chemical name
 - B. The trade name of the hazardous chemical and any other commonly used name if known
 - C. The level at which exposure to the substance is determined to be hazardous, if known
 - D. The acute and chronic effects of exposure at hazardous levels
 - E. The symptoms of such effects
 - F. The potential for flammability, explosion, and reactivity of such substance
 - G. Appropriate emergency treatment
 - H. Proper conditions for safe use and exposure to such toxic substance
 - I. Procedures for clean-up of leaks and spills of such toxic substance

Each Successful Vendor furnishing a toxic substance, as defined by Section 875 of New York State Labor Law, to BOCES shall provide at least two (2) copies of a material safety data sheet (MSDS), which shall include for each substance the information outlined in Section 876 of New York State Labor Law. For additional information, Chapter 551 of the Laws of New York, 1980, Article 28 (toxic substances) can be found on pages TS-1 and TS-2.

(V)d. Prevailing Wages- Applicable to Article 8 and Article 9 services

65. The Successful Vendor must comply with the New York State labor laws pertaining to the payment of prevailing wage rates, as provided for in the New York State Labor Law, Section 220. The cost of such compliance shall be borne entirely by Vendor, who shall hold the BOCES harmless from any claims, demands or penalties arising from vendor's failure to comply with the above. The required prevailing wage rate schedule is part of this document. Requests for payment must include certified payrolls for all workers. In the event the prevailing wage rate increases during the term of the Contract, the Bid prices shall stand.
66. The Successful Vendor pursuant to the provisions of Section 220 of the Labor Law, as amended, shall comply with determinations of the State Industrial Commission as to schedules of wages and supplements to be paid to all laborers, workmen and mechanics employed in connection with the work. The hourly wage rates shall not be less than the prevailing union scale at the time such labor is performed.
67. BOCES has applied for and has received a PRC number 2016000412 for this project, which has been included with the Bid Documents. The Successful Vendor(s) is/are responsible for complying with all current labor rates and regulations throughout the duration of any contract resulting from any Bid award. Current rates are available by calling the NYS Department of Labor at (516) 228-3915. Rates are also available via the internet at:
<http://www.labor.ny.gov/workerprotection/publicwork/OWSaccess.shtm>
68. The Successful Vendor agrees to verify all rates with the New York State Department of Labor prior to submitting a Bid and prior to doing any work for the BOCES as well as to establish which of those workers involved in any part of a Contract for the BOCES are required by law to receive said rates.
69. Vendors currently on the NYS Labor Department debarred list will not be considered for award of this Contract. By submitting a Bid for consideration, the Vendor is indicating to the BOCES that they are currently in good standing with the NYS Department of Labor at the time of the Bid.

(VI) TAX LAW CERTIFICATION REQUIREMENT

70. Tax Provisions: Purchases made by EASTERN SUFFOLK BOCES are not subject to state or local sales taxes or federal excise taxes.

To satisfy the requirements of the New York State sales tax, either the purchase order issued by an agency or institution of New York State for supplies or equipment or the voucher forwarded to authorize payment for such supplies and equipment will be sufficient evidence that the sale by a contractor or vendor was made to the State of New York, an exempt organization under Section 1116(a) (1) of the tax law.

Exemption certificates for federal excise taxes will be furnished upon request.

No person, firm, or corporation is, however, exempt from paying the New York State truck mileage and Unemployment Insurance or the federal social security taxes.

Effective April 28, 2006, Laws 2004, Chapter 60, Part N Tax Law, Section 5-a, as amended, became effective and applies to contracts resulting from solicitations to purchase products or services issued by covered agencies for contracts valued in excess of \$100,000.

The law requires that vendors, prior to approval of contracts valued at more than \$100,000, certify that they, their affiliates, subcontractors and the affiliates of their subcontractors have a valid certificate of authority to collect New York State and local sales and compensating use taxes if the vendors, affiliates, subcontractors and the affiliates of their subcontractors have made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000, during the four quarterly periods ending on the last day of February, May, August, and November which immediately preceded the quarterly period in which this certification is made.

Vendors must also certify to the contracting covered agency, at specified intervals during the terms of multi-year contracts and those contracts subject to renewal upon expiration of an initial or renewal term that they, as well as their affiliates and subcontractors making sales delivered within New York State, have a valid certificate of authority to collect New York State and local sales and compensating use taxes.

Proposed Vendors to New York State are hereby notified that provisions to meet the statutory requirements will be contained in all Bid Documents for products and services valued in excess of \$100,000. Proposed Vendors will be required to affirm, immediately upon request by the Office of General Services if affirmation is not contained in the Bid Documents, that proposed Vendors, and to the best of their ability that their affiliates, subcontractors and subcontractors' affiliates are duly registered with the Tax Department and hold a valid certificate of authority.

The Tax Department is prepared to answer all questions relating to implementation of the new law. Please refer to the Tax web site for detailed information: <http://www.tax.ny.gov/>. The Tax Department may also be reached at 1-518-485-9863 for additional clarification.

(VII) MARKETING CLAUSE

71. A. The Successful Vendor is prohibited from selling or marketing products for any purpose which is prohibited under Federal or New York State Law or the Regulations and decisions of the Commissioner of Education. Any violation of this provision shall be considered a breach of contract and may result in termination of the Contract
- B. The Successful Vendor agrees that BOCES may periodically review marketing materials distributed by Successful Vendor and/or the Successful Vendor's website. In the event BOCES becomes aware that such marketing materials and/or Successful Vendor's website contain statements or claims which BOCES determines advocate for the use of Successful Vendor's products in a manner which would violate or are in violation of Federal law, New York State Law, or the rules and regulations of the Commissioner of Education, BOCES may notify Successful Vendor of such materials and request that they be removed. In the event Successful Vendor refuses or fails to remove such

materials after being so notified, BOCES may, in its sole discretion, terminate this Contract.

(VIII) ENTIRE AGREEMENT

72. **This contract is the entire agreement between the parties relating to the subject matter hereof and supersedes all prior understandings, writings, proposals, representations, or communications, oral or written, of either party. No additional terms and conditions shall be accepted unless added as addenda by BOCES and at the sole discretion of BOCES.**

All Bidders must sign below to verify that the above has been read and that the terms and conditions of the Bid Documents will be adhered to. In the event Bidder does not sign below, the Bidder may be deemed non-responsive.

Signature

Firm Name

SPECIFICATIONS

Bid #16-37-0204: Welding Machine Inspection, Maintenance & Repair

(I) PURPOSE

1. The purpose of this Bid is to contract with a qualified Vendor(s) to provide pricing for welding machine inspection, maintenance & repair, as indicated in these Specifications, for BOCES. The Successful Vendor will be expected to provide skilled, experienced, prompt service of a wide variety of repairs at various BOCES sites on an "on call" basis, as required. The Vendors should have, as a minimum, five (5) years of continuous experience in the appropriate field. Vendors with less than the required experience may not be considered for award.

(II) SCOPE OF SERVICES

2. A. Services shall include troubleshooting, repairing, replacing, and general maintenance necessary to provide complete welding machine maintenance and repair services identified in this Contract
- B. The Successful Vendor(s) may charge a minimum of one hour for any service call
- C. Successful Vendor shall have tools supplies and/or equipment necessary to perform required Services as specified in the Bid
- D. When repairing or replacing, the Successful Vendor must use the most up-to-date supplies and/or equipment being manufactured. No obsolete supplies or equipment shall be allowed
- E. Equipment parts that have been replaced shall be the property of BOCES and shall be left at the site unless directed otherwise by the Program Director and/or designee as applicable
- F. All replacement parts shall be new as specified by the original manufacturer. If the replacement parts are after-market parts not from the original manufacturer, prior approval must be given by the Program Director or designee. Rebuilt parts may be used only with prior approval by the Program Director or designee. BOCES reserves the right to furnish parts if they deem it to be in their best interest. The Successful Vendor, at the request of BOCES as applicable, shall maintain an inventory of new manufacturer's parts and related supplies and equipment so as to ensure prompt repairs on short notice
- G. No travel time will be paid. Payments will be made only for time on the job. All invoices must be accompanied by daily service tickets specifying time of arrival, services done, materials used, time of departure for each employee, and must be signed by an authorized representative of BOCES as applicable. A copy of this ticket is to be left with BOCES representative, and this shall be the basis for payment. Service tickets not submitted in a timely fashion will result in delayed payments
- H. When Successful Vendor is called upon to perform emergency Services, the service

tickets shall be mailed the following day to the Program Director or designee for signature as applicable

- I. No vehicle use will be paid for in the normal course of transporting mechanics and supplies and equipment to the job site. Successful Vendor may submit a quotation for use of special vehicles. Successful Vendor must obtain prior approval for payment of special vehicle use
- J. Sub-contracting shall not be permitted under this Contract without prior written approval of BOCES. Subcontracting shall not result in an increase of price to BOCES.
- K. Successful Vendor and/or its employees shall be licensed, certified, registered and/or authorized to perform services rendered under this contract as required by all applicable Federal, State and Local laws and regulations and shall **submit documentation of compliance with your Bid submission** and upon request from BOCES
- L. Successful Vendor shall pay his employees the "prevailing rate of wage" as defined in Section 220 of the New York State Labor Law, Schedule of Wage Rates. BOCES will require proof of payment of the employee's workers reflecting the prevailing rate of wages, through certified payrolls as required by the Department of Labor
- M. Successful Vendor shall be licensed by the County of Suffolk and local municipalities where required and submit such documentation upon Bid submittal
- N. All Services must be performed in accordance with the National Code, current edition, and all state and local codes
- O. BOCES reserves the right to assign its personnel to assist the Successful Vendor's mechanics if they deem it to be in their best interest
- P. All labor shall be guaranteed for a period of one (1) year from date of acceptance by BOCES. All parts and materials shall be guaranteed for two years or in accordance with manufacturer's warranty if greater than two years
- Q. Successful Vendor will be required to submit an estimate before any services are started. The estimate should be provided within an acceptable and reasonable time frame. No Services are to be performed until a purchase order is issued
- R. In the event the Services cannot be performed in accordance with the agreed upon time schedule by the Successful Vendor, the next lowest bidder may be called upon to perform at his quoted price
- S. Successful Vendor is to have all the Services done in the best workmanlike manner, and shall clean up and remove all debris and rubbish resulting from his Services from time to time, as required or directed. Upon completion of the Services, the premises shall be left in a neat, unobstructed condition, the buildings broom clean, and everything in satisfactory repair and order
- T. In the event the Services cannot be performed in accordance with the agreed upon time schedule by the Successful Vendor, the next lowest bidder may be called upon to perform at his quoted price
- U. Successful Vendor is to have all the Services done in the best workmanlike manner, and shall clean up and remove all debris and rubbish resulting from his Services from time to time, as required or directed. Upon completion of the Services, the premises shall be left in a neat, unobstructed condition, the buildings broom clean, and everything in satisfactory repair and order
- V. Related supplies and/or equipment (including tools) shall be stored at the site only upon the approval of BOCES at the Successful Vendor's risk. Generally, such on-site storage should be avoided to prevent possible damage or loss.
- W. Services shall progress so as to cause the least inconvenience to BOCES and with proper consideration for the rights of other persons on site. The Successful Vendor shall perform the Services promptly with due regard for coordination of scheduling work, if any
- X. Successful Vendor shall acquaint himself with conditions to be found at the site and shall assume all responsibility for services in the locations required

- Y. Successful Vendor shall furnish adequate protection from damage for all Services and shall repair damages of any kind for which he or his employees are responsible
- Z. Successful Vendor may not impose a fuel charge under any name.
- AA. Successful Vendor must ensure that his/her employees abide by the prohibition against smoking at BOCES' sites

(II A) SCOPE OF SERVICES – ADDITIONAL SPECIFICATIONS

Detailed Specifications:

- A. Services will include but not be limited to:
 - 1. Annual Inspection and nonscheduled inspections of all units for damage and proper functionality
 - 2. Replace spark gap assembly
 - 3. Flush and replace up to four gallons of coolant
 - 4. Uncase and internally clean machine
 - 5. Load test and verify output
 - 6. Inspect foot pedal and torch for proper function
 - 7. Weld test with unit to verify all function working properly
 - 8. Service will be performed on an as needed basis by the Program
- B. Equipment to be serviced:
 - 1. Miller Syncrowave
 - 2. Dynasty Series
 - 3. Miller Dynaasty 200-6 Machines:
 - 4. Miller Matic 252-5 Machines
 - 5. Miller Syncro Wave 250 DX 4 Machines
 - 6. Miller Tig Runner - 1 Machine

(III) CONTRACT TERM

- 3. The term of this Contract shall be for one year, from March 17, 2016 through February 28, 2017 ("Initial Term"). In the event BOCES wishes to extend the Term of the Contract, beyond the Initial Term, the Contract Term may be extended for two (2) additional years in one (1)-year increments, ("Renewal Terms") under the same terms and conditions as mutually agreed in writing by BOCES and the Successful Vendor(s), subject to any price increase as set forth in section (VII) 12. below as agreed to by BOCES.

(IV) CONFLICTING TERMS

- 4. If any terms contained within the General Terms and Conditions conflict with these Specifications, these Specifications shall govern.

(V) REQUESTS FOR CLARIFICATION/ADDITONAL INFORMATION

- 5. All requests for clarification or additional information related to this Bid must be submitted in writing by mail, fax, or e-mail on or before 4:00 p.m., Thursday January 28, 2016 to:

Ms. Laurie Conley
Purchasing Administrator
Board of Cooperative Educational Services
First Supervisory District of Suffolk County
201 Sunrise Highway

Patchogue, NY 11772
E-mail: purchasing @esboces.org
Voice: (631) 687-3160
Fax: (631) 289-2327

In the event BOCES provides clarification or supplemental information to this Bid, all recipients of this Bid will receive the information via an addendum to this Bid which shall be posted on the Eastern Suffolk BOCES bid site at www.empirestatebidsystem.com.

(VI) INSTALLATION OF EQUIPMENT

6. Unloading and placing of the related supplies and/or equipment is the responsibility of the Successful Vendor. BOCES accept no responsibility for the unloading and placing of equipment and furniture. Any costs incurred due to the failure of the Successful Vendor to comply with this requirement will be charged to the Successful Vendor. No help for unloading will be provided by the BOCES receiving unit, and Successful Vendor(s) should notify their truckers accordingly.
7. The Successful Vendor shall clean up and remove all debris and rubbish resulting from his/her work from that day's Services, as required or directed. Additionally, upon completion of the work resulting from that day's Services, the premises shall be left in a neat, unobstructed condition, the buildings shall be broom cleaned and everything shall be left in good repair and working order. Related supplies and/or equipment left by the Successful Vendor in excess of 5 working days, shall become the property of BOCES.
8. Supplies, materials and equipment shall be stored at the site only with the prior approval of BOCES and at the Successful Vendor's risk. In general, such on-site storage should be avoided to prevent possible damage or loss.
9. Successful Vendor(s) shall acquaint themselves with conditions at the site and shall assume all responsibility for placing and installing the equipment in the designated locations.
10. Equipment for trade-in shall be dismantled and removed by the Successful Vendor at his/her expense. The condition of the trade-in equipment shall be noted by BOCES and the Successful Vendor in writing at time of removal with the exception of normal wear and tear.
11. The Successful Vendor shall have all the necessary equipment to perform the installation as specified in the Bid.

(VII) PRICING

12. If BOCES exercises its right to extend this Contract, the Successful Vendor may increase prices effective upon the start of a Renewal Term by an amount equal to the current percentage published by the United States Department of Labor Bureau of Labor Statistics New York –Northern New Jersey consumer price index for all Urban Consumers (CPI-U), May which is usually published in June of each year, not to exceed 2%. BOCES must be notified in writing by the Successful Vendor of any request for a price increase at least 60 days before the Renewal Term ("Escalation Clause").
13. If BOCES does not consider the new price fair and reasonable and in BOCES' best interest, the Contract may be canceled after fifteen (15) days written notice. The Successful Vendor must fill all outstanding orders placed prior to cancellation.

14. If, in the future, the Successful Vendor is able to offer a lower price structure for the service(s) or Item(s) under this Contract, the Successful Vendor shall notify BOCES in writing.
15. ALL PRICING MUST BE ENTERED ON THE COST PROPOSAL FORM INCLUDING SHIPPING AND HANDLING.

(VIII) SUBMISSION OF COST PROPOSAL FORM

16. BOCES will provide a Cost Proposal Form, and each Bidder shall complete the Cost Proposal Form in accordance with the instructions on the form. Additionally each Bidder may supply one (1) CD or flash drive of the Cost Proposal Form in its original format as well as a paper printout of the form with all of the Items, Item numbers, and description of Items BOCES requires. In the case where a price discrepancy exists between the CD/flash drive and the paper printout, the paper printout prices shall prevail.
17. Prices are to be entered in the last column of the Cost Proposal Form. Do not enter extended prices.
18. Vendors must not modify or enter information in BOCES descriptions. Any alternates must be entered in the alternate column. Modifications to BOCES descriptions may result in that line Item(s) being deemed non-responsive.
19. Note: Bidders are to pay particular attention to the way each Item is requested to be priced.

Example: Price \$_____/ each, or /lot, / ounce / per hour
Varying from the requested price break down may cause that Item to be deemed non-responsive.
20. Each Bidder shall place the organization's name on each page of the Cost Proposal Form.
21. All deliveries must be inside deliveries.
22. There will be no additional charges for multi-drop deliveries.

(IX) BID SECURITY

23. Each Bidder shall include with its Bid Documents a security in the form of a bid surety bond, irrevocable line or bank letter of credit, with BOCES named in the letter of credit as beneficiary, bank draft, or certified check ("Surety") made payable to BOCES for one hundred (\$100) dollars. This security will be returned to each Bidder after award of the Contract or in the case of the Successful Vendor, upon receipt of the performance surety.

(X) PERFORMANCE SECURITY

24. Upon notification of award recommendation from BOCES, the Successful Vendor must deliver to BOCES an executed Performance Surety bond issued by a corporate surety licensed to do business in the State of New York, or a cashier's check payable to Eastern Suffolk BOCES. This security shall be in the amount of \$20,000 for the faithful performance of the provisions of this Contract. The Performance Bond must contain the following information: (i) Bid Number, (ii) complete Bid name (as stated in the Bid), and (iii) term of

Contract.

25. At the sole discretion of BOCES, a failure to provide the required Performance Surety Bond to BOCES within two weeks of notification of award may be considered a breach of this Contract. With respect to such breach, BOCES, reserves the right to invoke any and all remedies that are in the best interest of BOCES.
26. In the event this Contract is extended for an additional term(s), a new Performance Bond for the extended term(s) will be required. At the sole discretion of BOCES, a failure to provide the required Performance Surety Bond to BOCES within two (2) weeks of notification of award may be considered a breach of this Contract. With respect to such breach, BOCES, reserves the right to invoke any and all remedies that are in the best interest of BOCES. The Successful Vendor shall pay the premium for the bond(s).

The aforementioned bonding will cover all Purchase Orders and Services authorized by BOCES pursuant to this Bid. Such Performance Bond shall be maintained in full force and effect until the Contract shall have been fully performed.

(XI) ALTERNATE ITEM REQUIREMENTS

27. Where an alternate Item(s) is being bid, and the Item is not from a catalog, a sample of the alternate Item(s) or a specification sheet must be submitted. Samples for alternate Item(s) must be submitted either within the week prior to the Bid Opening or with the Bid at the Bid opening. Specification sheets must be submitted with the Bid.
28. When the alternate Item(s) being bid is from a catalog, the Bidder must provide a copy of the catalog being referenced. Copies of catalogs for alternate Item(s) must be submitted with the Bid.
29. Bidders who fail to supply a sample of alternate Items, specification sheet(s), or a copy of catalog(s), pursuant to the above, may have that line Item(s) declared non-responsive.
30. When bidding an alternate/ substitute Item, the Item must be equal in quality, must have the same warranty and must match the same strength, silhouette and shape design, etc., where applicable.
31. Such alternate samples, as specification sheets, catalogs or Items submitted pursuant to the above, must be sent to the same address as the Bid

(XI) USAGE REPORTS

32. The Successful Vendor must provide usage reports detailing services provided to and related supplies and equipment purchased by, BOCES during the Bid Contract on forms supplied by BOCES. Usage reports shall include the following information:
 - A. Total Hours of Labor
 - B. Total Dollar Value of Materials Cost
 - C. Total Dollar Value of Inspections
 - D. Total Dollar Value of usage for any other expenses incurred from the bid
33. Usage reports are a requirement of accepting an Award from this Bid. Such reports shall be compiled and delivered by the Successful Vendor to the Purchasing Office of Eastern

Suffolk BOCES at 201 Sunrise Highway Patchogue, NY 11772 or e-mailed to Purchasing@esboces.org by close of business as follows: ((Note: if Report Due date is not indicated below, no usage is required)).

Report Period - Annual (and for extensions if applicable)	Report Due
March 17, 2016 – December 31, 2016	January 9, 2017
January 1, 2017 – December 31, 2017	January 9, 2018
January 1, 2018 – December 31, 2018	January 9, 2019

34. A failure to report in accordance with the above paragraph #33 may be considered a material breach of this Contract. In such event, BOCES reserves the right not to consider Successful Vendor for future bids.



Board of Cooperative Educational Services
First Supervisory District of Suffolk County
201 Sunrise Highway
Patchogue, New York 11772

Vendor Information and Acknowledgement Form

Pursuant to advertisement for the Board of Cooperative Educational Services, First Supervisory District of Suffolk County, requesting bids for:

Bid # 16-37-0204: Welding Machine Inspection, Maintenance & Repair

to be opened on February 4, 2016, at 11:00 A.M., the undersigned, as a duly authorized representative of the Vendor, hereby proposes to furnish such services, materials, supplies, and equipment as required by the General Terms and Conditions and Specifications contained within the Bid Documents at the prices indicated on the Cost Proposal Form.

Company Name _____
(as shown on your W-9)

Street Address _____

City _____ State _____ Zip Code _____

Telephone () _____ Fax () _____ E-mail _____

Signature _____ Date _____

Print Name _____ Title _____

Please indicate the representative from your company who should receive all correspondence relating to this bid:

Name: _____ Title: _____

Address: (if different from above) _____

Telephone: _____ Fax: _____ Email: _____

Vendor Acknowledgement

Vendor, by checking and signing below, confirms that he/she has read and understands and will comply with the terms, conditions and Specifications/scope of this Bid and any addenda, if issued.

Yes No

Vendor Reference Form

EXHIBIT B

Vendor Name: _____

Bid # 16-37-0204: Welding Machine Inspection, Maintenance & Repair

Please list three (3) references that your firm has serviced in a manner similar in scope to the Specifications contained in this Bid. References are part of the Bid Documents and failure to supply these references may result in the rejection of your bid.

1. Firm Name: _____
Contact Name/Title: _____
Address: _____
Telephone: _____
Date(s) of Service: _____

2. Firm Name: _____
Contact Name/Title: _____
Address: _____
Telephone: _____
Date(s) of Service: _____

3. Firm Name: _____
Contact Name/Title: _____
Address: _____
Telephone: _____

- To be answered in case of corporation:

- a. Date when organized:_____
- b. Incorporated under the laws of what state:_____
- c. Is corporation now duly existing?_____
- d. List all Officers and Directors and their position for the last year.

- Have you ever failed to complete any contract awarded to you?_____

If so, when where and why?_____

- Have liens or lawsuits of any kind ever been filed against you or any officer, director or partner of your organization, arising out of any of your contracts:_____

If so, give details:_____

- List company website(s):_____

- List Surety Companies (Bonding Companies) which have heretofore bonded you, and the name and amount of contract, within the last ten (10) years:

Non-Collusive Bidding Certification

EXHIBIT C

Bid #16-37-0204: Welding Machine Inspection Maintenance & Repair

- I. In accordance with Section 103-D of the General Municipal Law, the following must be subscribed to by every bidder:
 - A. By submission of this Bid, each Bidder and each person signing on behalf of any Bidder, and in the case of a joint bid, each party thereto certifies as to its own organization under penalty of perjury, that to the best of knowledge and belief:
 1. The prices in this Bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor
 2. Unless otherwise required by law, the prices which have been quoted in this Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor
 3. No attempt has been made or will be made by the Bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.
 - B. A bid shall not be considered for award nor shall any award be made where (A) (1), (2), and (3) above have not been complied with; provided, however, that if in any case the Bidder cannot make the foregoing certification, the Bidder shall so state and shall furnish with the Bid, a signed statement which sets forth in detail the reasons therefore. Where (A) (1), (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that the Bidder (i) has published price lists, rates or tariffs covering Items being procured, (ii) has informed prospective customers of proposed or pending publication of new or revised price lists for such Items, or (iii) has sold the same Items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of section I. (A) above.

- II. Any bid hereafter made to any political subdivision of the State or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to Section I above, shall be deemed to include the signing and submission of the Bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

Company

Signed

Title

RESOLUTION - FOR CORPORATE BIDDERS ONLY

RESOLVED that _____ be authorized to sign

(Individual)

and submit the Bid for this corporation for the following project

(Describe project)

and to include in such Bid the certificate as to non-collusion required by Section 103-D of General Municipal Law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate, this corporate bidder shall be liable under the penalties of perjury.

(SEAL OF THE CORPORATION)

TITLE



Disclosure

Department of Business Services
 Board of Cooperative Educational Services
 First Supervisory District of Suffolk County
 201 Sunrise Highway
 Patchogue, NY 11772
 Phone: (631) 687-3160
 Fax: (631) 289-2327

EXHIBIT D

Government entities and municipalities are exempt from completing this form.

This form must be completed by vendors (including, but not limited to, individuals, corporations, and partnerships) providing services/materials to ESBOCES. If this form is being completed in anticipation of a possible bid award, each bidder must complete this form and include it with the bid submission.

		Yes	No
1	Are you a family member of any ESBOCES employee or ESBOCES Board member?	<input type="checkbox"/>	<input type="checkbox"/>
2	Is any ESBOCES employee or ESBOCES Board member a member or employee of your firm, partnership, or association?	<input type="checkbox"/>	<input type="checkbox"/>
3	Is any ESBOCES employee or ESBOCES Board member an officer, director, or employee of your corporation?	<input type="checkbox"/>	<input type="checkbox"/>
4	Does any ESBOCES employee or ESBOCES Board member directly or indirectly control stock in your corporation?	<input type="checkbox"/>	<input type="checkbox"/>

If you answered "Yes" to any of the above questions, please indicate the employee's name and position with ESBOCES or the name of the ESBOCES Board member.

_____ Name of ESBOCES Employee or Board Member _____ Position with ESBOCES

Please list all officers, directors, and principals (such as owners and partners) of the vendor. In the case of corporations, shareholders owning or controlling five percent (5%) or more of the outstanding stock must be listed.

Name	Title
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

The undersigned affirms that the above information is true to the best of his/her knowledge and understands that any false statement constitutes a violation of the Penal Law and/or General Municipal Law, as applicable.

Legal Company Name _____
 (as shown on your W-9)

Address _____

Signature _____ Date _____ / ____ / 20____

Print Name _____ Title _____



Board of Cooperative Educational Services
First Supervisory District of Suffolk County
201 Sunrise Highway
Patchogue, New York 11772

Affidavit of Compliance

EXHIBIT E

Bid #16-37-0204: Welding Machine Inspection, Maintenance & Repair

STATE OF

COUNTY OF

_____, being duly sworn, deposes and says:

- 1) That (s)he is an officer or representative of _____ and that (s)he has the authority to sign this affidavit.
- 2) This affidavit is offered as an inducement to Eastern Suffolk BOCES to award to _____ such purchase contracts for goods or services as directed by the Board of Education, in accordance with New York State law and with Eastern BOCES policy.
- 3) That no Officer, Employee or Stockholder of the above referenced Vendor is an Employee, in any position, at Eastern Suffolk BOCES.

Signed

Date

Sworn to before me this _____

Day of _____, 2016

Notary Public

(SEAL OF THE CORPORATION)

Title

IRAN DIVESTMENT ACT COMPLIANCE RIDER

EXHIBIT F

The Iran Divestment Act of 2012, effective as of April 12, 2012, is codified at State Finance Law (“SFL”) §165-a and General Municipal Law (“GML”) §103-g. The Iran Divestment Act, with certain exceptions, prohibits municipalities, including the District, from entering into contracts with persons engaged in investment activities in the energy sector of Iran. Pursuant to the terms set forth in SFL §165-a and GML §103-g, a person engages in investment activities in the energy sector of Iran if:

- (a) The person provides goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
- (b) The person is a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created pursuant to paragraph (b) of subdivision three of Section 165-a of the SFL and maintained by the Commissioner of the Office of General Services.

A bid or proposal shall not be considered for award nor shall any award be made where the bidder or proposer fails to submit a signed and verified bidder’s certification.

Each bidder or proposer must certify that it is not on the list of entities engaged in investment activities in Iran created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the SFL. In any case where the bidder or proposer cannot certify that it is not on such list, the bidder or proposer shall so state and shall furnish with the bid or proposal a signed statement which sets forth in detail the reasons why such statement cannot be made. The District may award a bid to a bidder who cannot make the certificate on a case by case basis if:

- (1) The investment activities in Iran were made before the effective date of this section (i.e., April 12, 2012), the investment activities in Iran have not been expanded or renewed after the effective date of this section and the person has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
- (2) The District makes a determination that the goods or services are necessary for the District to perform its functions and that, absent an exemption, the District would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

CERTIFICATION

IRAN DIVESTMENT ACT OF 2012

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, added new provisions to the State Finance Law (SFL), §165-a and General Municipal Law (GML) §103-g effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b) and GML §103-g, the initial list is expected to be issued no later than 120 days after the Act’s effective date, at which time it will be posted on the OGS website.

By submitting a response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Proposer (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Proposer is advised that once the list is posted on the OGS website, any Proposer seeking to enter into, renew or extend a Contract or assume the responsibility of a Contract awarded in response to the solicitation, must certify at the time the Contract is bid upon or a proposal submitted, or the contract is renewed, extended or assigned that it is not included on the prohibited entities list.

During the term of the Contract, should ESBOCES receive information that a person is in violation of the above-referenced certification, ESBOCES will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then ESBOCES shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

ESBOCES reserves the right to reject any bid, proposal or request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

Signature: _____

Print Name: _____

Title: _____

Company Name: _____

Date: _____



Board of Cooperative Educational Services
First Supervisory District of Suffolk County
201 Sunrise Highway
Patchogue, New York 11772

Statement of "No Bid" Form

EXHIBIT G

Bid #16-37-0204: Welding Machine Inspection, Maintenance & Repair

To be received by: February 4, 2016

Company Name: _____

Authorized Signature: _____

We have elected not to submit a request for letter of interest due to the following reason(s):

Insufficient Time to Respond _____

Do Not Offer This Product/Service _____

Unable To Meet Specifications _____

Unable To Meet Service Requirements _____

Workload Does Not Allow Us to Bid _____

Specifications Unclear or Too Restrictive _____

Other (Please Specify) _____

Please Return To:

Eastern Suffolk BOCES
Purchasing Office
201 Sunrise Highway
Patchogue, NY 11772